

EXHIBIT 1



Fleet and Commercial

IT ALL ADDS UP.™

COMPETITIVE ASSISTANCE PROGRAM

Darrell Lyons
Knowledge Learning Corporation
650 NE Holladay St.
Suite 1400
Portland, OR 97232

Dear Darrell,

General Motors Fleet and Commercial Operations is pleased to offer Knowledge Learning Corporation the attached Competitive Assistance Program in response to your company's representation of competitive offers.

This Competitive Assistance will appear as an **invoice credit** as indicated in the attached.

To ensure accurate and timely payment of Competitive Assistance, use of the **Processing Code F6Q** and **FAN 905196** is required on all vehicle order requests and delivery reporting data for models specified as eligible for Competitive Assistance. **It is imperative that you communicate the Processing Code and FAN to your dealer or leasing company prior to placing an order.** Failure to do so may result in charge backs to you and/or the dealer.

On behalf of General Motors Fleet and Commercial Operations, I would like to thank you for allowing us the opportunity to be your fleet company for the 2010 model year.

Very truly yours,

Clay Okabayashi
Fleet Account Executive

We request that all other contents of this agreement remain confidential.

List of Attachments

1. 2010 Model Year Competitive Assistance Program Agreement
2. Vehicle Ordering and Delivery Instructions
3. Out-of-Stock Purchase Agreement



COMPETITIVE ASSISTANCE PROGRAM

2010 Model Year Competitive Assistance Program

Knowledge Learning Corporation

LOCATION: 650 NE Holladay St
Suite 1400
Portland, OR 97232

APPROVED: August 14, 2009

VERSION: 2

PROCESSING CODE: F6Q

CONTACT: Darrell Lyons

DEAL NUMBER: 2744

FAN: 905196

PHONE: 503-872-1551

SUBMITTED BY: Clay Okabayashi

The Competitive Assistance detailed below is offered for the 2010 model year. This offer is based on the representation of Knowledge Learning Corporation that they have received a competitive offer lower than that offered by General Motors Fleet and Commercial Operations.

ALLOWANCES FOR ELIGIBLE MODELS

Model	Tier 1	Tier 2	Tier 3	Tier 4	Invoice Credit*
Malibu 4 Cylinder (excluding Hybrid)	\$2,300	\$2,400	\$2,500	\$2,600	\$2,300
Malibu 6 Cylinder	\$3,000	\$3,100	\$3,200	\$3,300	\$3,000
Impala	\$3,850	\$4,050	\$4,250	\$4,350	\$3,850
Silverado 1500 Regular Cab	\$2,300	\$2,400	\$2,500	\$2,600	\$2,300
Silverado (excluding 1500 Regular Cab and Hybrid)	\$3,000	\$3,200	\$3,400	\$3,500	\$3,000
Sierra 1500 Regular Cab	\$2,300	\$2,400	\$2,500	\$2,600	\$2,300
Sierra (excluding 1500 Regular Cab and Hybrid)	\$3,000	\$3,200	\$3,400	\$3,500	\$3,000
Express Cargo	\$5,700	\$5,900	\$6,100	\$6,200	\$5,700
Express Cutaway	\$5,800	\$6,000	\$6,300	\$6,400	\$5,800
Savana Cargo	\$5,700	\$5,900	\$6,100	\$6,200	\$5,700
Savana Cutaway	\$5,800	\$6,000	\$6,300	\$6,400	\$5,800
Tahoe Hybrid	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Yukon Hybrid	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Minimum Purchase Requirement	100	250	300	400	

*Represents competitive assistance that is included in the tier amounts that will be reflected as an invoice credit.

TERMS AND CONDITIONS OF COMPETITIVE ASSISTANCE PROGRAM

Payment by Invoice Credit

Competitive Assistance is payable as an **invoice credit** at the amounts listed in the table above. If minimum purchase requirements are not met, Knowledge Learning Corporation agrees, by signing this agreement, to refund the applicable level of Competitive Assistance that is over and above the amounts included in the GM National Fleet Purchase Program (FVX) in effect at the time of vehicle delivery. Additional Competitive Assistance for higher volume tiers will be payable upon application provided the minimum purchase requirements are attained. Application must be made to General Motors Fleet and Commercial Operations by December 31, 2010. Your General Motors Fleet Account Executive can provide the instructions for your application procedure.



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Out-of-Stock Purchases

Vehicles purchased directly from GM dealer inventory are eligible for the Competitive Assistance included in this agreement. To qualify for this Competitive Assistance, the attached "CAP Out of Stock Purchase Agreement" form must be completed by Knowledge Learning Corporation or its authorized Fleet Management Company and the applicable dealer.

Vehicle Pricing

If the dealer invoice price of a comparably equipped vehicle is reduced during the term of this agreement, General Motors reserves the right to reduce the Competitive Assistance allowances listed above by the amount of the price reduction.

Price Protection

Price Protection is provided for the 2010 model year at introductory prices. Price protection pertains to ordered units only (excludes out-of-stock units) and applies only to those specific vehicles identified as receiving Competitive Assistance. Price protection includes price increases based on economics and destination and freight charges. Price protection excludes vehicle price increases made necessary due to equipment adjustments, government-mandated equipment and emission changes, optional equipment made standard, mid-cycle enhancements and vehicle design changes.

Ownership Requirements

All vehicles delivered under this program must be titled, licensed and registered in the name of Knowledge Learning Corporation or in the name of their Fleet Management Company and retained by Knowledge Learning Corporation for use in the United States for a minimum of 6 months.

Other GM Vehicle Purchases

All new GM cars and light duty trucks purchased with the retail alternative or other fleet incentives, in lieu of competitive assistance, will count toward the attainment of minimum purchase requirements included in this agreement if these vehicles are titled, licensed and registered in the name of Knowledge Learning Corporation or their Fleet Management Company, are for business use in the United States and are reported by Knowledge Learning Corporation's dealer or Fleet Management Company using a fleet delivery type with Knowledge Learning Corporation's Fleet Account Number (FAN). Vehicles delivered retail or registered in the name of an individual for personal use will not count toward minimum purchase requirements.

VEHICLE ORDERING REQUIREMENTS

PROCESSING CODE: F6Q

FAN: 905196

For all brands listed in the agreement that are eligible to receive competitive assistance allowances:

- It is mandatory that the Processing Code and FAN appear on every order request placed via GM Order Workbench.
- The FAN is required on all delivery reporting entries via GM Order Workbench.



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GENERAL PROVISIONS

Agreement

This Agreement (i) contains the entire understanding of the Parties relating to the subjects hereto, (ii) supersedes all prior statements, representations, and agreements, and (iii) cannot be amended except by written instruments signed by all parties. The Parties represent and agree that, in entering into this Agreement, they have not relied upon any oral or written agreements, representations, statements, or promises, express or implied, not specifically set forth in this Agreement. The Parties expressly waive application of any law, statute, or judicial decision allowing oral modifications, amendments, or additions to this Agreement notwithstanding this express written provision requiring a writing signed by the Parties.

Export Compliance

Knowledge Learning Corporation hereby agrees that the disposition or resale of the vehicles supplied by GM under this agreement are subject to the export control laws and regulations of the United States (U.S.) and shall comply with such laws and regulations.

Choice of Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan as if entirely performed therein, without regard to the conflicts of law and principles thereof.

SIGNATURES

This competitive assistance offer is valid for *(User Insert)* from the date approved and will expire on *(User Insert)* unless accepted in writing by Knowledge Learning Corporation and returned prior to the expiration date.

The foregoing competitive assistance offer has been accepted:

Signature of Commercial Account Representative

Title

Date

Fleet Account Executive

Signature of GM FAE, Clay Okabayashi

Title

Date

PLEASE RETURN TO CLAY OKABAYASHI, YOUR FLEET ACCOUNT EXECUTIVE